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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification dated 12th August 1929.

It is hereby notified for general information that the exclusive right of collection and removal of Minor Forest Produce on all Government unoccupied lands, State Forests, Reserved Lands, Plantations and Amrut Mahal Kavals from the date of confirmation to 30th June 1930, of the undermentioned taluks will be resold at the risk of the original purchaser, in the Deputy Commissioner's Court Hall, on the 31st August 1929, at 3 P.M.

For other particulars, please see notification dated 21st April 1928, published in the *Mysore Gazette*, on pages 409 to 412, dated 26th April 1928.

NAMES OF TALUKS.

(1) Closepet
(2) Channapatna
(3) Devanhalli
(4) Nelamangala
(5) Dodballapur
(6) Bangalore
(7) Kankanhalli
(8) Nux-vomica and maradi of the whole District.

B. N. IYENGAR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification dated 10th August 1929.

The attention of the public is invited to the detailed notification, *re* the sale of exclusive right of collecting Tangadi and Kakke barks of Narasimharajpura Sub-Taluk for the years 1929-31 published on pages 849-851, Part VI of the *Mysore Gazette*, dated 15th August 1929.

C. H. EAGLES,
District Forest Officer.

SAGAR DIVISION.

Notification dated 16th August 1929.

It is hereby notified for general information that the exclusive right of collecting Thangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the following Taluks will be sold talukwar, hobliwar, firkawar, or in smaller units, as the case may be, by public auction at the District Forest Office, Sagar, by the Deputy Commissioner, Shimoga District, Shimoga, with the help of the District Forest Officer of the Sagar Division, on Wednesday the 4th September 1929 :—

Name of the Taluk.

1. Sagar | 2. Sorab | 3. Nagar

Remarks.—Includes produce on all Government Unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 noon, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produce a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment		on or before	1st November 1929.
2nd	do	do	1st March 1930.
3rd	do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account. Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931; all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. MADHAVA RAO,
District Forest Officer.

KADUR DIVISION.

Notification dated 12th August 1929.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M., on the 15th September 1929, for the collection and removal of big and small bamboos, in the undermentioned Forests of the Kadur Division; for the year 1929-30 :—

Name of Range	Name of Forest	Bamboos		Remarks
		Big	Small	
Koppa ...	Devadan State Forest ...	5,000	5,000	
	Basavankote do ...	5,000	5,000	
	Halasur do ...	5,000	5,000	
	Basthi do ...	1,000	1,000	
Mudgere ...	Sargode do ...	5,000	5,000	
Kadur ..	Doddanguda District Forest ...	5,000	5,000	

2. Each tender should be superscribed " Tender for collection and removal of big and small bamboos in the Kadur Division", and the same should be accompanied by a deposit of Rs. 50 in currency notes. The rate to be quoted should be per 1,000 bamboos in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tenderer without assigning any reason therefor.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within 15 days from the date of intimation of the fact of approval, the successful tenderer shall pay the full lease amount on the minimum quantities fixed as above at the rates sanctioned or accepted together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee, failing which the amount deposited or the whole amount paid already be forfeited to Government and the right resold at the risk of the orginal tenderer.

6. The lessee should sign the agreement binding himself to observe the following conditions and it should be executed within 15 days, from the date on which, the acceptance of the tender may be intimated to him ; in default the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in para 5. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

CONDITIONS.

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a " permit to remove " is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission in writing of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1930. No permission will be granted for cutting and collection of bamboos after the 30th June 1930.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(*j*) The lessee shall soon after the sale is confirmed, deposit of Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in parts as the Conservator of Forests may decide and the lease liable to be cancelled.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

Abstract Notification dated 10th August 1929.

The attention of the public is invited to the undermentioned sale notifications of this Division published in pages 861-864, Part VI of the *Mysore Gazette*, dated 15th August 1929.

1. Sale of Tupra leaves for three years from 1929-30.
2. Sale of Honge leaves and seeds for 1929-30.
3. Sale of canes for 1929-30.

S. VENKATAVARADIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notice inviting quotations for "Insuring the Government Press Buildings with all the Machinery and Fittings at Bangalore against fire" published on page 832 of Part VI of the *Mysore Gazette*, dated 8th August 1929.

2. The last date for receiving the quotations is 2 P.M. of 25th August 1929.

H. R. VENKATASUBBA RAO,
Executive Engineer.

KOLAR DIVISION.

Notification dated 15th August 1929.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division,up to 2 P.M., of 9th September 1929, for restoring Jodi Mallenahalli Tank, Goribidnur Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of April 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 to 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of rupees three hundred in Cash or Government Promissory Notes, as earnest money, and be superscribed "Tender for restoring Jodi Mallenahalli Tank, Goribidnur Taluk", in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond; in default of which, his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the notice board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. The tenderers must quote specific rates for each item of work both in words and in figures.

10. The tenderer stating that the work would be executed at a certain percentage in excess or lower than the estimate will not be accepted.